

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

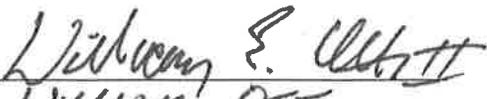
Signature:   
Name: Deborah C Ingersoll  
Address: 6910 Hart Lane #501  
Date: 8-22-19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature:   
Name: Barbara Krings Hargraves  
Address: Marina Club  
Date: 4408 Long Champ Drive, #16  
Austin, TX 78746

8/25/19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature:   
Name: WILLIAM OTT  
Address: 4408 LONG CHAMP #30  
Date: 8/28/19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature:   
Name: DAVID M PATTEN  
Address: 4010 Long Champ Dr. #31 Austin, TX 78746  
Date: 8/28/19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature: *Ernest A. Sandoval*  
Name: ERNEST A. SANDOVAL  
Address: 4509-2 BUNNY RUN  
Date: 8-24-19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature: *Donald S. Walker*  
Name: Donald S. Walker  
Address: 4408 Long Champ Dr #26 78746  
Date: 8/31/19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature: *Margaret K Walker*  
Name: Margaret K Walker  
Address: 4408 Long Champ Dr #26 78746  
Date: 8/31/19

The undersigned has been informed of the variance requested for 4700 N Capital of Texas Hwy, Austin, Texas 78746 (Nalle Woods Apartments), and has NO objection with the owners of Nalle Woods Apartments, Morningside Des Plaines LLC & Morningside 770 LLC, request for sign variance.

Signature: *William S. Van Buren*  
Name: WILLIAM S VAN BUREN  
Address: 4700 N CAPITAL OF TX HWY, #231, AUSTIN, TX 78746  
Date: 8/27/19



**Morningside Des Plaines, LLC and  
Morningside 770, LLC as tenants in common  
223 West Erie Street, 3rd Floor  
Chicago, Illinois 60654  
O| 312.280.7770 x113**

July 10, 2019

City of Austin  
Development Services Department  
One Texas Center  
505 Barton Springs Road,  
Austin, Texas 78704

Re: Authorization of Acting Agency for Robinson Creative, Inc.  
Nalle Woods apartments, 4700 N. Capital of Texas Hwy.

To whom it may concern:

This letter is intended to communicate that Robinson Creative, Inc. is hereby authorized to act as agent on the behalf of Morningside Des Plaines, LLC and Morningside 770, LLC as tenants in common ("Morningside") doing business as Nalle Woods apartments, with regard to matters concerning approvals for the installation of identification signage at the entrance of the property.

Robinson Creative, Inc. will be authorized to act as agent for Morningside until a final approval determination has made.

Should you have any questions, please feel free to contact me at 312.280.7770 extension 113.

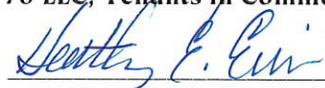
Respectfully submitted,  
MORNINGSIDE DES PLAINES, LLC and  
MORNINGSIDE 770, LLC as tenants in common

Eric Slavik  
Authorized Representative

Notarization Attached

State of Illinois  
County of Cook

This instrument was acknowledged before me on July 10, 2019 by Eric Slavik as Authorized Representative of Morningside Des Plaines LLC and Morningside 770 LLC, Tenants in Common.



(Signature of Notary Public)





**ROBINSON  
CREATIVE**

817.748.5057  
817.488.1818 (fax)  
930 S. Kimball Ave, Suite 120  
Southlake, TX 76092

[RobinsonCreativeInc.com](http://RobinsonCreativeInc.com)

August 23, 2019

Board of Adjustments Commissioners  
City of Austin  
505 Barton Springs Road  
Austin, Texas 78704

Re: BOA Request for Sign Variance for 4700 N Capital of Texas Hwy Austin, Texas 78746  
(the "Property")

Dear Members of the Board of Adjustments:

The undersigned firm represents the owner of Nalle Woods of Westlake in seeking a variance from the City of Austin sign ordinance, Section 25-10-124(1)(B), to increase the total square footage allowed and increase height due to topography of the Property and its expansive setback from the right of way.

As shown in the materials provided, the Property line is located 141' from the pavement of Loop 360. Texas Department of Transportation (TxDOT) owns the land between the Property and the right of way. The location of the current sign has been leased from the TxDOT for the past 14 years due to the setback and limited visibility of the community from Loop 360. As of August, the property lease with TxDOT was terminated and the existing signage must be removed so that TxDOT may begin a two-year road expansion project.

The variance is necessary because strict enforcement of the requirements prevents any reasonable opportunity to provide adequate signs on the Property, considering the unique features of the Property including its dimensions, landscaping, and topography. As noted above, the Property is located 141' from the pavement of Loop 360. There are various topographical issues, including a 40' vertical rock outcrop on either side of the existing driveway and extreme slope, which prevent a Code compliant sign from being visible from the road. Additionally, there are trees and other vegetation that block the view.

The variance would not provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated since this Property has unique topography and has a substantial setback from the pavement that is greater than the setbacks for surrounding properties. The elevation above the right of way is unique to this Property, and the road expansion project, which includes among other things an access lane to Loop 360, is directly in front of this Property.

Furthermore, the proposed sign is not inconsistent with the size of the signs on neighboring property owners, such as Riverbend Church and Remembrance Gardens.

We greatly appreciate your consideration of this matter on the grounds detailed above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben Robinson', with a long, sweeping horizontal flourish extending to the right.

Ben Robinson  
President

Table 2. Freestanding Sign Sizes

**Freestanding Sign Size in Square Feet**

**Sign Size (Square Feet) =  $[(VRT)(MPH)]^2 / 800$**

VRT = Viewer Reaction Time MPH = Miles Per Hour

VRT varies with roadside complexity:

simple or 2 lane = 8 seconds / complex or 4 lane = 10 seconds / multi lane = 11 seconds

MPH	Road Complexity	VRT	Sign Size
25	simple / 2 lane	8	50
25	complex / 4 lane	10	78
30	simple / 2 lane	8	72
30	complex / 4 lane	10	112
35	simple / 2 lane	8	98
35	complex / 4 lane	10	153
40	simple / 2 lane	8	128
40	complex / 4 lane	10	200
45	simple / 2 lane	8	162
45	complex / 4 lane	10	253
50	simple / 2 lane	8	200
50	complex / 4 lane	10	312
55	complex / 4 lane	10	378
60	complex / 4 lane	10	450
65	multi lane	11	639
70	multi lane	11	741
75	multi lane	11	850



ROW – REAL ESTATE SERVICES SECTION | 118 EAST RIVERSIDE DRIVE, AUSTIN, TEXAS 78704

February 6, 2019

4700 Nalle Woods Realty Company LLC  
c/o J.P. Morgan Investment Management Inc.  
270 Park Ave, Floor 7  
New York, NY 10017  
Attention: Danielle Van Fossan

***RE: Lease No. L14-227-272, 4700 N Capital of Texas Hwy, Austin, TX 78746***

To whom it may concern,

Regarding the lease of right-of-way at the location described above, you are hereby notified of TxDOT's intent to terminate the lease effective August 6, 2019, due to road construction directly affecting the lease area.

In accordance with Article 1.02 of the lease agreement, "either of the parties may cancel this lease upon 6 months written notice to the other party." You will no longer have any rights to use the lease area after the termination date, and any use or items remaining in the lease area will be without permission and treated accordingly. TxDOT is willing to allow the lease to terminate prior to the date given above if desired by the lessee.

We have appreciated your business, and it has been a pleasure working with you. If you have any questions or concerns, feel free to contact me either by phone 512.486.5885 or by email [REDACTED]

Sincerely,

W. Dane Goodman

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

this lease, then from and after the effective date of the transfer, the Department will have no further liability under this lease to Lessee.

## ARTICLE 11. DEFAULT AND REMEDIES

**11.01 Breach and Default.** Lessee shall be in breach of this lease if Lessee fails to pay any installment of rent or other amount due and payable when due; fails to comply with its obligations pertaining to the construction, use, and maintenance of the premises; abandons the premises; fails to maintain insurance in the amounts and types required by this lease; fails to follow any federal, state, and local law that applies to Lessee's use of the premises; or fails to perform or comply with any of the other conditions expressed or implied in this lease. Whether the Lessee is in breach shall be determined by the District Engineer in his or her sole discretion. Lessee shall be in default if Lessee fails to remedy any breach of this lease within ten days after receiving notice from Lessor. Whether the Lessee is in default shall be determined by the District Engineer in his or her sole discretion.

**11.02 Cumulative Remedies.** If the District Engineer determines that Lessee is in default, the Department, at its option, may exercise any and all remedies available to the State under law. All of the State's rights and remedies shall be cumulative and not exclusive, and shall include without limitation the following:

(a) The Department may terminate this Lease on ten days' written notice to Lessee and this lease shall terminate on the date specified therein and Lessee shall quit and surrender the premises by said date.

(b) If the lease is terminated and the District Engineer determines it is necessary to request the removal of the improvements, the removal shall be accomplished by the lessee in a manner prescribed by the District Engineer. If the Department requires Lessee to remove all or part of the improvements:

(1) Lessee, at its own expense, shall prepare and submit plans to the District Engineer for removal of the improvements and shall not commence removal without prior written approval from the District Engineer.

(2) Lessee must remove the improvements at its own expense within the time provided in the Department's notice of termination to Lessee and must restore the premises as nearly as practicable to the same condition that existed before Lessee entered thereon, except as otherwise approved in writing by the Department.

(3) If Lessee fails or refuses to remove all or a part of the improvements as required by the Department, the Department may, but is not obligated to, assume possession, control and ownership of the premises and the improvements.

(4) If Lessee fails or refuses to remove all or a part of the improvements as required by the Department, the Department may, but is not obligated to, enter upon the premises for the purpose of demolishing and removing the improvements. Lessee shall pay the Department's costs for such demolition and removal, including, but not limited to, costs for labor, materials, equipment, plans and administration, within 30 days after notice of a statement of said costs from the Department.

(5) Lessee shall indemnify, protect, and hold harmless the State from and against all claims and liabilities arising by virtue of or relating to the State's entry onto the premises and demolition and removal of the all or a part of the improvements.

**11.03 Lessee Remains Liable.** Termination of this lease will not relieve Lessee from the payment of any sum or sums then due and payable to the Department hereunder for any claim for damages accruing against Lessee. All money due under the terms of this lease will bear interest at the rate of ten percent (10%) per annum from the date when due until actually paid.

**From:** [REDACTED]  
**To:** [Ramirez, Diana](#)  
**Subject:** Opposition to Variance C16-2019-002  
**Date:** Monday, September 09, 2019 4:27:40 PM

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\*\*\* External Email - Exercise Caution \*\*\*

Ms. Ramirez,

In reference to Case Number: C16-2019-002, Sign Variance Request for Nalle Woods Apartments, 4700 N. Capital of Texas Highway

I am writing in opposition to The Nalle Woods Apartment complex requested variance to enlarge their signage on Loop 360. I am writing as the owner of an adjacent property, the original resident of the property sold to the Nalle Woods Apartments, and a member of the Nalle family.

When my family sold the property now occupied by Nalle Woods Apartments, the apartment owners chose the name without our input or permission. The name doubly appropriates the name of my grandmother, Anne Byrd Woods Nalle, who resided on the property until her death.

At the time the property was sold, Larry Peel (developer) and his team approached my family AFTER THE FACT to seek our endorsement of the name. Despite Mr. Peel's stated desire to honor the family, it was something of an affront to our wishes to remain private and not be affiliated with the apartment complex. It was made clear at the time that the decision to name the apartments as such was a done deal. Short of expending significant resources in court, the developer and apartment owners had no interest in changing the name.

The smaller signage that currently exists was seen at the time as barely tolerable given the fact we were not consulted beforehand and were unable to keep our name off the sign. A larger, illuminated sign would be unbearable. The simple fact that the apartment complex bears our family name has already caused hardship. We regularly deal with wrongful attribution to the apartment complex. We are regularly contacted directly by prospective tenants seeking our help to get a favorable rental deal. In fact, our family was SUED by a contractor for an issue at the apartment complex simply because we share the name. Our family seeks less affiliation with the apartment complex, not more.

I am not opposed to a larger sign, but do oppose one that bears our family name. I am concerned that as the sign gets more visibility, so does the wrongful attribution of our family to this apartment complex.

Should the Nalle Woods Apartment complex change their name, or even perhaps shorten it to "The Woods," then I would gladly support this proposed variance.

Respectfully,

Wm Jordan Nalle

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